UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN

Request to Clerk

Kizy WKlerson v. Mile DuygaN

Plaintiff(s),

Case:2:15-cv-10413 Judge: Michelson, Laurie J. MJ: Hluchaniuk, Michael J. Filed: 01-30-2015 At 11:10 AM CMP NICKERSON V. DUGGAN (DA)

Defendant(s).

COMPLAINT

I. <u>Defendant(s)</u>. Print the full name for each defendant. If there are more defendants, use additional pages to provide their names.

Name of Defendant(s)

1.	Miles Duggan			
2.				
3.				
4.		100		
5.			 	

II. Statement of claim. Briefly state the facts of your case. Describe how each defendant is involved, and exactly what each defendant did, or failed to do. Include names of any other persons involved, dates, and places. You may use additional paper if necessary.

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III.

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Sull Steld contract resusal of Highland
Aurle police Deputhment 1801. Och Schult-
by Defendent breach contract breach Befush L
Of Wyneged dizzy Nichrson broke nost buster
Compository damage of 999,999,999 of broke nose busted Elje Head injuries of injuries
- The state of the
Relief. Briefly state exactly what you want the court to do for you.
by the Relief of the dange to be
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of pernant (y damage of dispute

E-mail Address

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.3 Filed 01/30/15 Page 3 of 50

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Repurs to Clerk 1

Ar Duggan

NUtification Letter

were of Breach Contract of Highland park police Department

I were involved in an police Disorder of arrested of 4 April 20 mm

I were involved in an police Disorder of arrested of 4 April 20 mm

of Dissorder of Highland piek police Department of 0 force assulted of

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Dame of Ochs and schultz of that of the date 4 April 20 mm. of

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and of that Ochs and schultz push Plainties to wall of injuries

and of that Ochs and schultz push Plainties of the Osfice

Plainties suffer Broke nose Busted Eye thead injuries of the Osfice

push and Strike Plainties to the face of the clamage of Please

provide me with the name and address of your Insurance

provide me with the name and address of your coverage of

flarier and soward this Letter to it regarding coverage of

the accident of Emplayed of to resolve the dispute to

Compens Atory Damege

Very truly yours

Denos Wickerson

Denos wickerson

King Nechoon

3-NGE-DRG ECF No. 1, PageID.5 Filed 01/30/15 Page 5 of 50 est Nichterson 3742 Palker Des mach 48214 Kazzy wockerson MILL DIGGAN Requesto Carl curiffen Loffer Complaint Siductaires Corporationach contract o alle a constitution law, or director of corporation generally o one a Sidictory duty to the corporation Kizzy unckerson vi mike Dagger a Individual may one a Siduciory in Detroit michagen and siduciory in Detroit michagen and siduciory duty and a Siduciory in Detroit Michagen and a Siduciory duty In It is not a sidered to be Siderciary duty to the Carperton is he is considered to be The officer, with a utherity for authority for Authority Such is Sugary Returning officing in put Respect to the company in Marketon and Operation or managing the company. 3 Kizzy Moberson V. mike Duggan Detroit. Michigan stature also Codisy this obligation sequires a consission a coro parate commissione to 3 discharge has or her duties as a. commission Of Resusal of the police Department of Haguland Park of Plaintissinfunitos 13 * In a manner he reasonably believe to be 14 12 In interest of the coroparation 16 17 to 29 X >3

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.6 Filed 01/30/15 Page 6 of 50 Services

Gray Wiclesson 3740 Parker Det mich 4944

weither letter

Closing Argument Vet line

Hizzy Wickerson U Mila Duyyan

Equest to cleek

· Sue milce Diggan of that Of Highland point police Department that 08 Ochandshultz were of the police man of 4-3-2000 of Plaintisc arrest of Bissordery of welled ince & still and Hit to sace of ochs and after ochs and schultz push to wall, of Highland park police 3 Deposiment. 5 good asternoon. The evidence has come to a close and the task 7 gentleman I have presented my evidence as well as I s Could despite the fact that I am clearly not At none Am clearly not at home in the court room like my talented appoint 2. you have heard lot of fact today and your case very Saimilar - how with what happened to me as the Judge instructed you there 3 are four Bragch Element I must place to show Mike Dungan 5 was beginen consider frist that six Dwed aduly to me a constact . On of Public Place under the contract and follow the rule of the public 'Second that he wegligere his duty by caused her causation carclessness "directly harmed her that he sailed to fullfilled cardessness contract Third my induries was caused be his condition of mobil of bearing push strike hit to the police Department - hit and stack push me and to the well

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Repurst to Clerk 1

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Woti Execution Letter

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were involved in an police disordery of arrested of 4 April 20 mm.

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Very truly yours Dennos Nichersin Denos marcheran

1 14334 () Sever 10413-NGE-DRG ECF No. 1, PageID.8 Filed 01/30/15 Page 8 of 50 3 Ded mich uszuf 98742 Parker Extensions with the Il Word Nicherson 13 mbe DuggAN 1808 the breach contract of sue of the complexit is that 19 this Letter to Plaintiss complaint of the 20-30 days of 21 date were served of that of the Highland park Police Deport 22-ment of officer injures of Plaintiss of dissoidely of Highland 23 park police department of that to Extension of additional 2505 time of additional Extension Sue of the 4-3 door 26 27 25 25 30 3(32 33 34 35

Litzry Weise 3,15-cv-10413-NGE-DRG ECF No. 1, PageID.9 Filed 01/30/15 Page 9 6950 05 3 3742 Parlas/ Det mich 48619 ukitterleffer (10mphi1)+. 1 Kozzy Wickesson 3 Mike Duggan & On Approximately U. April. Jaxa at 1:30 pm. plaintiss was of wood waved is highland purt police Department in the city of michogate county wanger 3 Chefendant mike Duygan of Brouth contract Breach refusa 108 the 3 chepartment of police department breach to Soil of to Sul girder 4 Contract of condition of the department 16 Ds A Result of defendant breach refusal plumiss broke ? wose busted Eye fleadinguées coursing substain pain and ? Suffering. Where fore plaintist prays for Judgement against.

defendant in the Sum 9 999999999 plus lost aw interest

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33 police department Repeat of Eurolence of and were to minor to 35 deal with you claim of the problem were of not my Fault 105 that of Detroit leceasing hospital broke wose busted eye Headinfulles compension of Daneye and of summon compount 39 to contract on 1-n 21 day of to arrange to Resolved of the 91 Compension . Of 9999999999 dollar of dollar ecess of more than IS 131 don't hear from you I desire for patent of trademark a. I the could 408 Detroit michagan state could or could of to 46 Regard Thank Soi attention and coperation Regarding this matter as Endosyr If this Letter contains of the clocument othe then then Gleffer Itse 18 40412, Lotter will include the word enclosure

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35 45 701-7668 607-615 901-963 8,

71.71.177 73 62 85 86 Bruthe Duggar 67,24,72,33,83,88. 19 Fred and 42 breach contrach fail to Sul Sield 17 I was injured an at the highland part police department with defendant BOCKS and schultz of the after woon of April 4. loxx in Highland Park Para Department. 08 Michighn. If I were of Highland Park of Shoping of that of Highland Purk Police Department of woodward .. of Dissordely. of the arrest. of Robert By Highland Park police Department I were of the police Department of 16 that Defendants. Throw and Hit Me to the face . 08 then throw if me to the wall of the Department of the precent not that ig the desendants Lest the cell I'The wight my headache and stiff neck, of the doctor of the 3? emergency room of the country Center. I had seen the doctor of 3? they broke nose busted Eye of Injuries of they doctor told to 4.4 Stay page 57 Stay Rest 37 I was in a lot of pain for the west day and I missed of 15 Furts of birthdays in mismi of clos uncluf To Even wow I still. Sulf For occaszonal. Stiffness and steep-dispuptions 12 The medical Expense For my treatment were 6018.46 44 cont c copies for you have of all the medical bill and I already 45 sent Enrais of to the defendant of Record to the defendant insurance 48 Company, but I already I also have copies here of For the defendants 47 Because of the defendants clamerae I endured serveral week of Extreme US Pain and discomfort and I was forced to miss uncle party of who I is pare get to see your Honor. I believe that fair Compenstogion my Engueres And was grare get to see your Honor. I believe that fair Compenstogion my Engueres And was

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\ Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.13 Filed 01/30/15 Pager13 of 50 Service 7 37654 Net michigAN 48214 court Reguest to Count I Lizzy Nickerson Company Certification Letter 19 Mike chieganow 20 April 4 2000 Kizzy Nickerson 3760 Maxwell Ded Mich UFZ(4. & Subject. Certification Letter Respected Madam. I hereby Ecertisy that in Breight of agreement I have submitted.

Blocument of to assist me with summon. 2) I should aspect the organic Related technical and. 25 Financial assitance through the documen summon 367 shall produce 108 Assult 08 Injunies ofthepolicemen 36 & Broken Hose nose Bush eye. in other injuries and other 33 Th Junics by plaintiss Casa I Sail on my certification in case of any Compensiony of certification In case of any dancege onny part gamperstyn, the 218th of having damage caused. Thenk gou 43

10413-NGE-DRG ECF No. 1, PageID.14 Filed 01/30/15 Page 14 0 50 Co MITT Without 15 Michiga Detrot 48214 3180 Parker KVERY NICLEUSO A Reguest to come weither with 3 Mike-Duggan Subject mother Sneisdiction Breuch contract & Plaintist a Michigan Catizen was injured in a Highland pur police Depuntment -that caused by two police officer mk ochs and mks schitz. citizen Of Detrottimichique. Mike Dugger are Citize. Detroit Citizen . Mike Dugger au cun Wot sue in federal court because complete doversity does not exit among all parties to the I awsuit Miles Deggno, how ever Start court chast always have the Power and outhority to hear cares that revolve around events 7 % that occurred within its borders. In addition state court 47 generally have subject matter Jurisdiction in cases where 29 defendant are served or reside within the state border 31 32 33 Thus The position was improved but was still unsatis factory for 34 35 I the purty who had to return the pre payment had received any 3) part of what he bargein for no matter how small seq. 11-10 of the 3} nochinery in fibrosk there would be in total failure. Of 39 40 Consideration attemp to deal with these difficulties led to 4) the enactment of the pieu of contracting the pieu of performance 42 43 the location of the subject motter of matter of contract the VŲ 72 domitile Residence. Notionality I.E. portion 46 The Law Reform (frustrated Contract act 1943 proximetely caus-danger 47 Uf (1) Sã mutual. Obligations Breach by the defendant "performance Repudiction 12 breach fail to Sull Field Contract 23

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29 allowing to get the contract intended Restitution when a court order resitution when a court order 32 that Lell person that breached the contract 33 to pay puritive damage. This is a saw intendey
34 to punish the breaching party and is a sually 36Reserved 85 COSTS Componstory

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.16 Filed 01/30/15 Page 16 of 50 gervice Kizzy Niclerson 43788 parker Det mich 48214 coult Reguest to Count 1 Kizzy Nickerson Emike Duggan Compaint statement of Jurisdiction Breach contract 9 On April 4 Daxa United State Leffer Paten + NO. Frendemande 18 Department 68 Booke Nose Dusted eye flead injuries of the putent through oil (0) the defendant acts and still. The defendant has patent and is still 10 putent the Letter Trackmarkely making of push to wall and been #H In Sac 4, embedy the patented ented damage and asalted of and the defen much the -1 we dollar land by this count The plantist a nature BWITH the Statutory Requirement of plaintist has complied a Notice 40f the Letter Pertent on all defendant writer Native of the partent of the Pampanaciana Plantiss and of to resolved this of the complaint traded mark & Smarly &, your very truly 36 Kizzy N. clarson Plaintiss Dennos III.

19hizy Welerson 3 77421 park 4 5 Let mice 48219 Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.17 Filed 01/30/15 Page 17 🕪 🕏 🛈 🖫 🔾 Request Laccount huither letter 11 Kizzy WKErson breach Contract 13 mile argan Compension damage by The defendant breach of Failed to Sull field the contract 7008 4-3-2000 of that of Uch and Schullt of injurged Printiff 27 of Past Steik to wall Witte the sace of the officer Ochs and 27 Schultz that of Hoghland purk police department of the Relsted 25 to the Subject matter of the breach contract of the 2. Other Regiever went to prove compensatory classes are Casastory forest eability, compentatory damae of the breach contract 2508 Compensatory derneye to be dispete 31 32 33 35 37 40 42

7/42 (\$66/2:15-cv-10413-NGE-DRG ECF No. 1, PageID.18 Filed 01/30/15 Page 18pof 50 US Det michuszy Withen Letter 15 Kizzz Mileren Complaint Basie 13 Miles Durgyon Breach contract lequest to court 17 is I'm of their of 4-3-2002 Of their US my I livess of bypolar of 4-3-2002 is Radio Schack of Hyhland park police departement of machigan of Detroit 12that of been boquose of Depression of team mental of my Filmess 368 then wolling of their of 43-2000 of a mix of taking of not of been is by med-medican their nothing that were somes the me not taken is med of noot been of A problem from 4-3-2000 that of highlands Fulk MI Of Detroit Michigan that of the property of the percent 33 08 Highland purk of Injuries of Brok nose Bussel Eye Head: Marie 31 and other injuries 65 4-3-200 US Och and schultz 06 mbe Duggma 185 Of the property of Hoghland park tolice department owner 90 08 4-3-2000 I would 08 their 08 to great opportunity to 93 That 93 Enclosed my Suther detail I Look forward sipereking with your sto doscuss my of injurces of company gendosuer 55 The cove better wher provided of company of all injuries of Sproperty of that of occar of Highland park police department 56 In Sucrec 66 Damay 9199919999

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.19 Filed 01/30/15 Pagerts of Service Proof 08 service 3764 mossesell Det michig Ruguer to Court Kizzy Nickeron whaten letter U Miker Duner A Mille Durgan Complaint Brief Letter It have a complaint, that I want to bring to your attention If t concern the quality but Highland Purk Police Department and grant to resolve this The particulae Police Department Im writing rabout is Located at woodward Highland Park MI 14501 Of lorench contend Exfrep 42 breach of Fail to Sull field Offere the problem that I thave had when I were of the Effighteened Park Police Department , OS vehs and schooltz were of effightened Park police Department of Plantist Of Dissordely that Of Alch and schultz of resusting of Dominater Commissioner of their the Zhow a Of the Policeman walk the to cell of that then walked 3/7 nto the cell of officers Ochs and schaltz were of the should ochs Strik me in the face push toward of och and 3) Schultz were of the Evrit of the Highland Park Police 3/Department of Injured 08 that 08 Evidence 08 Report paper 0 Afighland Park mi Police Department, Medcail Paper, Report and 268 PHOTO OF COPE OF Highland Park Police De partment theat tachment as ExhibitiA neuty y fruly yours

2342 Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.20 Filed 01/30/15 Page 28 of 50 Service 3 Des mich closely DR9St Request to caref Execution. Mizzy Wickerson Modifice Ougana 16As Homos Wickelan of Plaintiss Kizzy Nickerson EtHorney of the Rommitce that drafted the Sederal Rule of Civil Procedure PR Viterry's Neckeran was a principal architect. Of the roule of Civil And leading proponent. Of the liberal ethos that junderlies them His pessimism about procedural Preform therefore deserves attention. This article examines I the fact of the contexplece of thim bounder system Simpfied Pleading under Rules (A) 2. Which require only ing short and plan statement of the chairm showing was designed to escape the complexities. Of Fact onfusion about now to allege, the kequired Itimater facts while avoiding for bibden conclusions Ind merc. evidence There were pockets us resistance gamst the new pleading Rule in the year afer 1938 but in 1987 ge supreme Court . threw is weight decisively behind in New Yeral ethos Carley U Gibson LM complaint should not be dissmissed of Satture to State a claim unless it appears.

3-NGE-DRG ECF No. 1, PageID.21 Filed 01/30/15 Page 21 of 50 1 1224 NI CVENTON 1041 Bes wer 4800 Request to court Whitten letten Kizzy Wickerson factual ! Grille Duggna 1As Hamas Wickellan of Plaintiss Kizzy Nickerson EtHONEY Of the sommittee that Draig the Sederal Rule of Civil Procedure ex Guil And leading proponent of the liberal ethos that kunderlies them His pessimosm about procedural Reform therefore deserves attention. This acticle examines 16 the fact of the : 08 Kinnos New System Asimpfied Pleading under Rules (A) 2. which require only 39 Short and plan statement 08 the chairm. Showing What the Pleader is entitled to Relief The rule was designed to escape the complexities. Of That pleading under the code which had generated that confusion - about now to allege, the kequired 49 firmater facts while avoiding for bibden conclusions ind merc. evidence There were pockets of resistance ogainst the new placeding Rule in the year afer 1938 but in 1987 Sie supreme Court threw is weight decisively behind in New Geral Cthos Carley U Gibson LAB complaint should not be dissmissed for failure to state a claim unless it appears.

3742 Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.22 Filed 01/30/15 Page 22 of 50 Det morneyere Lywy so Coult cketter cetter Whive wicherses Complaint statment of 3 mile Deggoon Survisdiction Fleal Contract is On April 4 dock United Stat tetter patent No. Tradwall patent was is sved to 20 the plantiss for an compension of a gagagagaga supuz weet contract thoughout 71 parle police department. The plaintiss injurces of tightenul park police department 27 08 bioles was busted eye Headinjueires of the patent through of the defendant has patent through and is still extent the hotter tractements by making of push to well and is been Stell and the embody the patent ented damage and asulfed is 08 and defendant will continue dollar joined by this court the of Pleionto & The Plaintoss has complaint will continue dollar 37 that the statutory lequirement of Pleinkist has complete a notoce 194 hetter putent on all defendant written woliver softhe future 35 there fore the plaintiss demands of the compension q a aqque 949 308 Flaintiss and of to resolved this of the complaint of the 35 36 above document breach contract breach filed to breach contract full sild You ceru 42 you very truly 45

3742 Pyrlen Det mich 48214 Det mich 48x14 P100505 Service Recuest to count KIZZY Wickers topk/tenlesker mike Dugger deflegations DS longiture Asserver Breach Contract
assidant Answer letter Mizey michanics Before the undersigned on this day of 1-7- Joxx I Kitcy Welcuson Residing at 3742 Porter Detroit Michigan 48214. Wayno County Certisy 18 that my months 1-9-2000 Celtify that I undertake the Statement 23 - That is this information is 24 Subject to validation by the court that the statment is true 25 Breach fasting Resusal DE the police department Ophase note that the content of this differentive primarily geonsists of Bischosure agreement affirmatione Answer Letter 3 Subpoena contract Breach agreement Certified Copy 2 Writing in written Silling of paper Contractual term in English law 33 United States Wavier of , Promissory Note Memorandum Contract 31 Certificate of Summon high agaition Legal Release Letter papert The Her Close page of testimony - Memor Lenchum of a greenent 11-7-14 Brands Micherary カノーレローリノ ACTING IN COUNTY OF LU NAIPPE WA COMMISSION EXPINES NOV 28, SI MOTARY PUBLIC, STATE OF MARIA B. MCPARTLIN Sanot what pool Mann B regarde

2/4/27 1/ Case 2.15-cv-10413-NGE-DRG ECF No. 1, PageID.24 Filed 01/30/15 Page 24 1850 5 05 33742 Purleer Service Def Mich 4824 Weither Leffer Complaint prayer Sor Rebes Breach contract Vory Wickero 3 Miles DwygAN Ryues of to Court & breach contract Srcp4L é and ask of money damenge of sum quaraqqqqq. Compensiony and ask 1208 April 4,200 a Plain+188 Kizzy Wickerson were of precent of Hoghewd 19 park police dequisment and defendent Och Mike Duggen MRS Schultz 25 Were 08 that 08 seer walled in cell strik and tit to Sacre of 25 688 re och and 06 both push to way 08 OSSocer injures 08 pleinsiss 29 Broke Nose bushed eque thendringuistes 32 Defendent breach Eculont to Sull silled contract 34 08 that walked into call push stack and that to save in Juneses 28 As A Result of defendant breach Plaintoss susses loss of prermently 30 of Praintiss 31 dans over personal in Junies that Required tespital zalien Plaintust
40 If will regulatel additiona medicin I treat and will tope additional 43 income in the Suture Plaintess was a were broke Head infinere Gund of busked Eucl dange La kesolve This disgut of compant & Congensor If I declose under Jenally as persury I had allogustory 3 amesone on the complaint breach contract pailed to sul stead 52 Contract

1 Kizz / Wicked 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.25 Filed 01/30/15 Page 25 of 50 2:3742 Parler ¿ Det mich 4844 1) Kizzy No elear sun Writte lettz 13 Mike Durgyan 18 assuming. On proves a breach of contract what homely 20 will the court grant The wormal measure of clawing e ? Is the benesit of the burgain this mean the court 22 well seek to place the injuked party in the same 25 position that porty in the same position that 26 party would have been IS the breach had not 23 Ullur of breach contrat Suil-to Sull Sield Cantract 30 08 that 08 Highland pure police Depunctmen (08 4-3-202 31 that of Orsigordely US USSICE Och Schulffz Milher Dugg KW 33 that of Broknosk bustedage Heardinguares of 35 Injurves 37 35 39 40 41 43 44

2 Case 2:15-60-10413-NGE-DRG ECF No. 1, PageID.26 Filed 01/30/15 Page 20/01/50 05 Det mich way lunter letter 11 Ktory Wickey 13 mile Deggna Relie & statment Claim Sought Letter 17 Breach contract Breach Suith Full Sield Contract
18 Under Divisoion of Datroit Michaguw General Low it herby written 19 chamand sor Relies as in the statue 27 the above 10 (April ve. 2000 of defendant adamage.) CF 23 Jush to wall stille in the Source of Highland park police is department .08 that the .0581 car of och .cord schu (17 26 willord in the cell in S Plaintit of the police Department 2508 the injuries of broke wore busted Eye Headinjury i gand other injuries - act or practite is in my opinion 25 Ceclared law ful 15 9 As a lesult of this unfair or clecepetive cut or practice of suffered furied of 1055 of permently change 35 Compensiony Breach Contract Suil to Sull Sield 36 ld1001e- of permently clamaje Compensiony 9. 449949999 40 th Chose the within 14 days you failure to do could in the Subject to dameny to 05 ± 5 decide to in. 46 Sincery y very truly your

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J B742 Maxwell Destred felles kiquest to const 11 Xizzy Niclesson 13 Mile Duy GAN 8 On Approximente at 4, April out 1:30 2:30 pm while gledniss was as meningers 19 at woodword and in the city 08 Detroit County of waype defendant 22 department for plaintiss and there by insuring plaintiss. 196 AS D ROUTH of defendant breuch Regustal plantiss broke nose Expurished Eye Head injuries of Relies within the poppropriate established of a court of equity and the altimeter Object of 25 the plantoss is obtain damage compensiony in such case and to had comper the at law in the plaintess to undergo the demage 32 alonve the expense of a sust is of damage where the puly g Seek. Such lelies weed the and of a count of Equity son 30 doscover in a coise which of trust ship of agency but dumage 3) Compestory is 08 the count 08 equity sor compensioner demange

Kizz Case 1504-10413-NGE-DRG ECF No. 1, PageID.28 Filed 01/30/15 Page 28 of 50 3742 Parker Det man request to court Existence Whitehelese Valid Confract breach Compaint Thiczy Nicherson 13 mile Duggan 's Dear Mile Durynw 19 you are hereby Notified that as of 4-3-2000 of you are in 21 breach contract breach soil to sulfield. US Contract. Signed 22 ON You Saile to Ful Eilled to perform eas required by the y Contract of Regusal Condition breach you are in agreement the written consent. of 26 the employee during you employment and for a period gand whatever, with or without cause or in breach contend object fail to ful field agreement either independent 16rin partneship with any person as mike Duggan 3 Candian Stock exchange that does other them a Share 5 holder disted in the united state or Connelium Stock 6 Exchange their exceed 5 percent 08 the 118+ shaves gor in other way what ever involv in or be concern with on interested in or consel provided money to assurance the debt or compulsions of Kings relieve

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.29 Filed 01/30/15 Page 29 of 50 Kmy Wichason proof of sa Det unchosen p166 505 Suna 3780 Ruker same Lequest to court
whitehouse rejust to clark hizzy wickerson Claim for breach of contract Complaint Latter 3 mile Duggan 14 April 2000 were of dissordery of 1501 Highland purk police department of the defendant mike Dyggran a contractor were built of mike Dyggran a contractor while police The department of 1501 porcedepen of Highland purk police 3 of michigan. as a addition of Feets on town your 4 department 07 Highland Dark police Department 1501 woodward of highland park it were of the 1501 police Department of dissordely of conduct of Radio schoole of Highlund Burk Mr. of paying of a bill. of to Exerted out from Radio school 7 of Ocns and Schultz of the policeman to Ezunsportion Of Radio schack to Highland park police Department of assured regust 208 the policemans of the injuries of Bustedinose Broke Head injuries 08 the policemen's Ochs and schultz 68 1501 Police Department Plaintiss injuries that Ochs push and strike to con. The face of ochs often Ochs and schultz push of Kizey Wicherson to wall of the officers both push Plaintiff to will of Plaintist injuries of 4-3-200- the defined completion Stages of the addition to be completion of the stages of the department were to hirad of a completion of work conference start were not of a completion of work when conference that were not of a completion of markerials when Mike Duggan had used substandard manterials which had to be replaced including Replaced the substandard materials and up that 08 Dolays Endra than I atiapated of Incartion of Highland pulk police Department of compensatory 06 9999999999 The Sact for the Elements of binding agrement That show no there were bindinggreement

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Wary Mase 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.30 Filed 01/30/15 Page 30 of 50 Service Det Michiganiusuy 318 Pulker Leaves to ! hartyer legeres + to could Kiry Wicherson 1U zmilæ algann Desired Rollies WHE completet Breach contractor claims & 4. Hariland First Disophol 1501 Highland park MI woodward Highland park Michaphol 5 Paul 9) dice Department. Of the eleperdant. Mike DuyaAN a Contructor were of build. 1501 Highland participance Department as A delaitional of building > Onto the department I were as my Plaintissof Dissordery of conduct of exact proces 708 4-3-20.05 paying 4 bill. 08 the transportation of Radio Schack to 1501 Highland park police department of that ochs walk in cell breakful field and 08 Officer schultz. Ochs will in all intace after the two officErschutz ochs push Plaintist to wall injuried echasesult 9 my Plantiss Bustedinose Brokel HardinJuryed / 08 4-3- xx 08 that the additional OF the building that of 1501 Highland purk police Department. Plaintiss-sect To endit led to relief (or a remedy compensatory damage orm to put contract ap porty in the position that they had been If the breach ped not occurred , Damage. rThe remedy that is most often used for abreach 306 contract is the remedy of damages. payment in one 'Sorm, of another, made by the breaching, party to the gand breach party There are many kind of dumage gand generally speaking damage may be very specific to the kind of damage on I generally damage be Occurred following one some quideline on damase

Lizzy Mylasse 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.31 Filed 01/30/15 Page 10000 February 33742 Paller get michusur Repair to Coulet writter Complaint Educineics corporativetto King wakeous znik Duggan Munder Detroit michigan Law or director of a corporation ingenerally owe a fodiciony duty to the corporation phizzy Nickerson U mike Diggan an additionally in Defort Michigan Ban Individual may one a feduciony duly to the coropartion Air he is considered to be a officer with authority for buthodily Brach siging between allering jubut allespect to the company formation and operation Bor managing the company Kizzy Nickerson i mike Auggan Detroit Michigan Statue also codify this obligation. Requires as a coroparate commissioner to dicharge his other duties as a 17 commissioner 32 1. In good salth 312 In a manner he reasonably believe to be In interest of the corporation 35 08 the above document of 4-3-200 of Regus Klesthe piece department of Highland pulk police department of Och and Schuttz of Police Department 44

Kizzy NUC (2586):15-cv-10413-NGE-DRG ECF No. 1, PageID.32 Filed 01/30/15 4 89 & 32 & 50 Vice 3780 Parker Det mich 4824 Azzy Wickerson Request to Court the Duggan WRitter Letter Complaint Demand Letter Moreuch contract negligent freque of breach scaling PERE 08 Highland Park folice Department of dissordely of Highland Par exic police Department of and of injuries of Broke Nose Busted Equ Had Fnjuries of 4-3-2000 of as per our written summon and complaint the Department of 4-3-2000 OF ALL Injuries of UCh schulte 08 123-2000 of the injuries of plaintiss of medial expense of damage of injuries that upon the police Department with the Result of the department If Highland park police Department with Of the process were poole and mot 28/1/4 of that Plaintist Suffer pain and suffer medical expense of claim . 68 gat of the problem were of the conversation of Detroit Receiving Hospital of gut and police Report 08 that was my Plaintiff forest of police Department Report of Evidence of and were to minor to deal with you well aloing the problem was my structed m sorry but I were of Detroit Reciving the problem was my structed in sorry but I were of Detroit Reciving the problem was my structed in sorry but I were of Detroit Reciving the problem was my structed in sorry but I were of Detroit Reciving the problem was my structed in sorry but I were of Detroit Reciving the problem was my structed in sorry but I were of Detroit Reciving the problem was my structed in sorry but I were of Detroit Reciving the problem was my structed in the problem was my structed in sorry but I were of Detroit Reciving the problem was my structed in the prob Booke nose busted eye Headinfuries can prenstate of homege And of monon complaint to contact me in sidays of to arrange to result is of the compension of Agggagagagagadollar as dollar ecess of 75:000, of 3,5000 more than IT I don't have from you I desire for patent Of Trademark it of the court of Detroit michigan stat court or court of to regard. Thank for after tion, and cooperation Regarding this matter "Tolosur If this hetter contains other document other than then itter Itself your Letter will include the word enclosure

Kizypickesson V. Picintiss Vickean Laurer

Notice of Service Det Mich 48214 P1608 05 ScIVICE ¿ Lawyer Dennes Michenya 13742 Parker 8Det mich 48214 verisi Request to Maria IKizzy Nickerson Brike Duggan Vanue Letter Compkint la breach Contract Missy Nicherson a belief titizen sur mine buggern of the arrested of little Bright of the arrested of little light of by falsely arrested her. Kizzy Nicherson base the suit Upn a Sederal Statue 42. United State Code Sic 1983, and 299Sk of domage of 999999999 14 North Cooling Ederal Court has the 29 Power to Kizzy Wickerson Since the case is based on Garies under) 2) A federal statue the Worth Carolinal Sectoral court hars June isdiction. effeven though Kizzy Nickerson and Mike Duggan are citizen of the same 3 Blate and Ekrzy Nickerson seeks more than & 75,000 Aller Notively ighterry Nicherson could site the lawsuit in North Carline state coult would have power to hear the case because the arrest. 380 Clured in Detroit and Mike Duggan and Kizzy Nickerson live 33 there. The State court has concurrent jurisdiction with the 36 Sederal court end enforces the sederal law as it would you stent have Kiery Nicherson could go Sorum shopping between 4 State court 42. Listo resolve and this dispute of this complein where grancerly breach contract fail to Sulfield contract y very truly yours

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written
Venue Letter Compaint GAZZY Nickerson rike Daggan 1834 Nickelson a belief l'étisen sur mille briggen of the arrested of Moil 1 mille Duggen (also a Delio) t citizen) Sor the breakfantact of his rosust Willeight of by falsely arrested her, Kizzy Nicherson base the suit on a Sederal Statue 42. United State Code Sec 1983, and gower to Kizzy Wickerson Since the case is based on (aries under) 26 federal statue the North Carolinal Scaleral court hars Jurisdiction. Gen Hough Kizzy Nickerson and mike Duggan are citizen of the same gate and Exizey Nickerson seeks imore than & 75,000 Aller Netively who pay Nickerson could fite the lawsuit in North Carline State court is would have power to hear the case because the arrest. Thursel in Dedroit and Mike Duggan and Kizzy Nickerson live 3he. The State court has concurrent jurisdiction with the Boleval court end enforces the sederal law as it would Modest have Kiery Nicherson could go Sorum shopping between 38+c court gresolve and this dispute of this complein when 14 truly yours

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Officer Breach contract Soilto Gul Siteld 34 * In a manner he Reasonably believe to be 35 In interest of the coroparation 37 38 40 43 Ma

3 3742 Case 16:45-cv-10413-NGE-DRG ECF No. 1, PageID.36 Filed 01/30/15 Page 36/8/5005 Det mich 48214 Service Request to Court 11 Rizzy Noclerson Whitsen letter 13MIte Duyg Remedies 18 The Relies for the breach contract of compensatory damage 198 This is the most compon breach of conteact remedics when 2) Compensatory damage eve covard a contract to pay the of short 308 Highland part police department . 08 woodward :08 the Refusal 25 of the officer. of waterfusal of that lakey and kel incell 25 Strike hit push plaintiss to wall of injuries broke wose 26 bustal eye Head injuries that have to pay compensatory by damagrallowing to get the contract intended lestitution join when a court order restitution when a court order I that tell person that breached the contract to Hay punitive damage this 189 Sum intended compensiony 19to punish the breach purty and Is usually Leserved SUE Coses breach contract breach sull to ful field 40 4

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.37 Filed 01/30/15 Page 🗚 📆 🖒 4WZZV Niclouran 65 Sentes 3786 Jules. sof michight Jujury to Coult weither letter General · Allegation Plaintiss Kirry Mickeyson was out relievant times arrusident 08 the country of United State, A Resident Of the United State 21 2. Plantiss King Nickerson was is and a os the 3. Plaintissinist Michellion was in is a conformation B Country United State organized and existing under the low of the state 19 08 United state of Detroit conducting business in Detroit
30 Coly with its principal office in wayne County
20 1 Coly with its principal office in hold and 4. Plaintiss. cire informed and believe and based on 35 such information and belief eillege that Defendant
36 MAIL -2 michighn 35 Miles Daggan was in a Resident Of the County of 31 11 The tru name and capacities whether individual 38 the United State of @drait. Michigan ti corporate associate or other wise 1.08 Defendant missey, 42 1. through 1000 inclusive are unbrown to Plaintiss at the present 43 time Plaintiss there sore sue spid Defendent by this on plaint to set forth the true.

P1008 08 Servi Word Nicleson 33700 Puter But Michigan 48214 x Kirzy Nockesou Ilmila Dugsan Lequest to Cours unitter Lett Complaint General Release of linbility Letter 201' Kizzy Nickerson of citizen of Detroit michigan in Congidercition By being at Detroit · Receiving Hospital · the Receipt and suffering which hereby release claim and Forever discharge and hold hournless Affightered park police Departmentills successors administrators Zimployer agent and vendors mile. Duggan i an individual Residing 75 Highland parte Michigan herassigns agent executors administrators Asterte and heris collect mile bugging wheather organismov in the 3 nited state or sor any and all trabellity including but unlimited 30 direct indirect - Special Consequential for liquidated claims the He sult in the action of the parties name herein or any third purtro of any from all-and all mannor of action and action cause gird caus of action suit sum of money owed as a result is A judgement contracts agreements promis damage judgem y executions, claim and demands what over in law of in equi That of Kizzy Nickerson against mike Duggan ever had now have for which heirs executors, or administrator on shall or may have sor upon or by reason of any menther cause or thing. theodover from the beginning of the day of these present kight businest parties wot named herein are treserved

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.39 Filed 01/30/15 Page 39 of 50 Sentice sto Defendant and that employee reach of them There of employee :08 each of the other Defendant bequest gherein and were at all time acting within the course ocens scope of all time acting within the course ocens scope of all publicops. ocend scope .08 Such . and employee and with the premission land consent of each of said Defendant 13/1. Plaintiss ove informed and believe and upon such information and belief oflege. that 16 each 68 the Defendant including 1, through 102. 19 inclusive were at all. time heren mentioned acting is in correct, with and in with each and every 21 8, where appearing in the complaint each and every telemente. 22 Defendant and so any of them is intended to be and 2 Shall be a reservence to All defindual inveto and 240 Each Of them named and unamed including all Ufictitions 14 name Defendant autess still reference Zis otherwise specifoculay Equalified. 3(32 33 37

E-DRG ECF No. 1, PageID.40 Filed 01/30/15 Page 40 of 50 2 Det Michigo DU08 28 SELVERY 33764 moderal Request to Court court arither 12 Lizzy Nicherson 18 MIKE DOUGHN FIRST cause of action Lexton 27 Plaintiss incorpolate by reference the allegation of 22 paragraph - 1. Uhrough 31 -as though sully set 801th herin 25 AS a difectors and/or officer of the Company each Defendar nowe Endicated duties of conc to falty and good faith Into the company Precent including Defendant . Siducary iduties include obligation to Eder Cise good bassinect I Sudgement to act prudently in the opreaction of the & Company's busines to discharge their action in good saith "Ho act interest of the company and its precent and 1976 put interest before their own 36 Defendant breached their fiducasy duty of care and Ighogality and good faith by among other thing functionally more gederal securities low incan Vistempt to approve to approved the issue themselves Elditomal equity in the company management and Gember: 14 less (we this dispute of complaint Render Gry truly yours

Case 2:15 jcy-1049139 MGE-DRGN ECF NOCICE PROCEDED TO THE FOR SECTION OF SOME ALL OF SOME PROCESSION OF THE PROCESSION O 2 Pluntiss Krzzy Wochessen . Rie-Alleges and reincorporates each and every allegation contained in the General. I previous s Allegations and all previous paragraph of all previous Couse 08 action thes Complaint inclusive as though full Set for the herein. 2d. The consideration set forth in the settlement 11 agreement was fully and sairly bingatived for 12 and reflected the fair and seasonable value of the if performance by Defendant Mike Dugath in his takens 15 GNY step necessary to sully and completely transfer
16 all aspects of business of the break 18 Police Department Right under the Highland park for Highland park police Department agreement of the time 24 he settlement agreement was entered into and 13the Settlement. agreement. was ord is as to Referredam 29 miles Duggan Just and Reasonable 903. Plaintiss Korry Nichran has sully personned oll gooditions, convenants oned promis to be personmed off the part of plaintiss Kirry Nichorgan under the settlement agreement the settlement agreement the settlement aspects of the act completely transferring all aspects of the 3, business of techlersdruk polace Department of the business of 3) to Dening we war and lelease and Transfer all 35 19 16 bad pulle police Department pights under the Highburd parte 300 1000 Department 1501 woodward Agreenent Desendant Sendant signements was entered into and the settlement agreement was and is as to Defendant mile Dugger "

Drow 8088-60 GIZZI Wickers 3780 pureer P160 (65 ! Det michieszy Selvie Weither Cells Request to Cloudet Whorey wocherson 13miles Duggern Recite desired contract Breach compless + while of the Highland park police Department of 4-3-2000 that of Mike Pagin 1708 the contract of Breach contract that of Highland parks police Departmen 18that of injuries of the policeman of Ochs and Schaltz of Broke 28 NOSE Busteel Eye that push and strike and Hit of Ochrond push it and to the wall of och and schultz that of the injurces that 23 of Highland perk powe Deputment 1501 Hophland park MI. Disordely 2508 Radro schede 08 Ecorteel of Och and schultz. Of paying of 29 bill that of transportion of to the police Reputment 24 08 layures of 4-3-tome breach content breach suit to sulfield 及恐州步更引 39 40 U 42 43 44 eĢ 47 Kyny reknow

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.43 Filed 01/30/000P8g6 43 56-00000 Kins Clamo 93780 purleer Spet mich veliken lette Request to Courte ll Kizzy Wicleusen Decite desired Result Breach is mike buyyon compaine 1 December 5 2000 h Mike Duggan residing at I woodward 1126. 3mit Detroit michagun 4820 herby Industed Plaintiss desendant mike Duryan the Sum 08 aqqaqaqaqa Desendant signed apromissor note la copy of which attached as Exhibit A agreeing to the amount in its entirety to Plaintiss. The money will plus loe used of paying of Surgey and Doctor Resposed 08 for Surger to Kizy Niclarson 3780 Parker Detroit Michigan The first payment in the amount of 9999999999999. musbe If payed by February 10. Joxa and of the some date until the sull amount is pased which mean wo later their 37 Sebuary 10 Joxx 34 TS 7 miss the payment late for payment 0.05. interest 36 will be added on the already agreed-upon interest 38 IS Sailed to pay sum agagagagage by the agreed expon 40 dute Kizzy Niclosson will be entitled to 11. Interest each 7, month an a additional 4 4 unable to pay the an interest or the sum himy willows

35 the Attorney I am awar 08 the Right to be Ensormed that the note can be transferred by th render to another party The orginal item and agreement Ennent will Remain effective but the debt will be agreed upon the to a dissevent purty which will be agreed upon lat the fine -08 transfer Thank you for cooperation 14 Some Dennos Wicker in 26 V Degado Nicherxn Kim 22 3742 Parker. 13 Ded Mid 48219 外 25 24 27 28 29 30 31 32 33 34

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Indian Result

Case 2:15-cv-10413-NGE-DRG ECF No. 1, PageID.45 Filed 01/30/15 Page 45 of 50 2 3
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200 Parkers Parkers
2 State Bar No:
I at taken for Breach confract Were it was to see the confract
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1 NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE MY COMMISSION EXPIRES Mar 22, 2018 COUNTY OF
9 Derk Angokoa
6
Plaint 186 Complaint and for cause of action alleges as follow
3 First Cause of eaction
for Breach of contract agains + Mile Dugan)
rN
Resident 150/Hilliam C 11 and at all times herein mentioned and they handle to
Resident 150/Highen of the City of That County of wayne Stat of michight
Defendant Mike Durgan is major and at all times herein mentionel
Defendent moke Duggan is mayor and at all times herein mentionel lucis Highlandpotation corporation organized and existing under the laws
in the at of Defroit County of mayne
in the city of Detroit County of mayne
Plaintissking Nichusy's Plaintiss. of the true name and capacities of defendant sued herein as Dugger I through x inclusive and therefore such and and therefore such and and
i and use of defendant sued herein as Dugger I through x inclusive
oues we have the se defendent
By such filtions name Division
allege their true wishers
allege their true names and Capacities ascertained 6 Plantist King at the Plantist House and Capacities ascertained
bulleges Droke was Rated that at all times herein mentioned each of the defendant and was at all times are in mentioned each of
exe Head invoice that at all it
the decenter mentioned each of
the defendant and was at all time acting thisy Nelsen

9 08 the Law 08 sices 08. 10 Where fore plaintists thay Nelson pray compension Judgement against 11 desendent sprike Diggovand each wis them, as follow For Compensatory damages in the sum 08 & 99999999 12 Fax reasonable atterney fee according to proof 2500 costs of swit herein inchesed, and 21 for such other and suther relief. Verification 327 Kny Michigan a Printiss in the about - entitled action 33 Thave read the foregoing Frachcontactand know the contents 19 35 thereos. The some is true of my own knowledge 3 except as to those matter which are therein alleged 31 on information and belief and as tel those matters I believe if to be town of I declare under penalty of perjuly that the forgoing

Suea herein was the agent and employer of the of the of Zemenining defendants and was at all times acting within selle the purpose and scope. 08 such any ency and employment figurest

On or about 1:30 19 2:30 in the City of Destroit State of Michigan Planuiss and defendant entered into a written agreement, a copy of which is attached hereto as Eathibit A and made a party hereos. By the term of said written agreement Breach Contract

The consideration set forth in the agreement was the four and reasonable

Plu: ntiss has personned all condition, coverments, and promises Required by him on his part to be performed in a coordance with the term and conditions of the contract

On or about 1:30 19 2:30 the defendemt Mile Bugger breach the said agreement by resusal

By Ah Ason of defendant mike Duggan breach of said contract 95 herein alleged, the Plaintiss Kizzy Mickellipas 4-3-2-00 Suffered dampenstary in the sumoff 99999999999

By the term of said written agreement the Plaintiff is entitled to recover Reasonable afterney Fee incurred in the enforcement aforementioned breach of the agreement, By reason of the

Establish resussed to purp and Continues to survey under the terms of the complain of Breach contract to Court

KIZZY Made 2:15xcv-10413-NGE-DRG ECF No. 1, PageID.49 Filed 01/30/15 Page prof-59 USSCYWILL A Det michegan Request to Court Hizzy Wielcerson Sailur to Except weather Letto 13 miles DurgaN Performance is mere delay in DER sorming a contract is not a material breach 19 lightess the delay is such as to warrant the conclusion 2) that the party does not intend to perform. Kizzy Nicherin 22Mile Oregan CAL Ap Code Liep 42. eight day delay in Plaintilf Breceipt : 05 in surance proceed after signing release 28born was not such a material breach as to give Uplaintiss release Polay in performance is Amaterial failure of consideration giptly if time of the Release __ 3 S Prompt performance is by the express language 35 the contract or by 163 very nature as vital matter time Sto of the lessence of the contract and a delay in pertamena 37 AMATERIAL duilure of consideration mile Duggan 38Kizzy Niclesson. CAP FreD 42... The time is not of the essence unless it is cherrin appeares offen the term of the contract or in light of all circumstance wheat: this was the intention of the parties. However no specifi Gord are necessary to make time of the essense. 4727/ Naciona V Mile Duggett.

Case 2:15-cv-10413-NGE-DRG ECF No. 1, Page 10.597 Filed 01/30/15 Page 50 of 50 Case 2.13-00-10-10
Complete Sastur of Consideration existed when the defendant I who promoved to construct on aprocess of the highland park I police department 1801 wood word and Applientance all materials Land labor Stee and clear of Iten in made for in mechanics hen Filter to completion and the completion Of construct Release Awhere of a sign of a Release in connection with on in some a co 19 Settlement the lapse of 14 day of days between signing the release Land Receving the constitute fathere of consideration U SC 31 32,